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	11.	THIS ITE	M ONL	Y APPLIES TO	O AMEND	MEN	ITS OF SOLIC	ITATIONS	3	
Offers must a (a) By complete By separate THE PLACE	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by									
virtue of this to the solicita	amendment you desire to dation and this amendment,	change an of and is receive	fer already : ed prior to t	submitted, such cha he opening hour an	ange may be r d date specifi	nade by ed.	y telegram or letter, p	rovided each	telegram	or letter makes reference
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OMB Approval #: 2700-0042

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- 1. This purpose of this modification is to add a requirement to the existing performance work statement for the installation phase of the Systems Integration Node for Secure Data Storage/ISS Backup Control Center (BCC) effort and to implement the negotiated equitable adjustment accordingly.
- 2. A breakout of the negotiated cost and fee adjustments for performance of the additional effort under Systems Integration Node for Secure Data Storage/ISS Backup Control Center (BCC) Architecture Team Activity is shown below. Changes to existing values are depicted in italics:

	Basic CY06	Option I	<u>Total</u>	
Estimated Cos Fee Total	\$ 29,486 -0- \$ 29,486	\$ 75,819 -0- \$ 75,819	\$ 105,305 -0- \$ 105,305	
Basic Period	Estimated <u>Cost</u>	Maximum Award Fee	Maximum <u>Incentive Fee</u>	Total Minus Unearned Fees
Previous This Mod New Amt	\$ 67,280,749 <u>29,486</u> \$ 67,310,235	\$2,659,447 -0- \$2,659,447	\$ 1,432,012 \frac{-0-}{\$ 1,432,012}	\$ 71,227,908 <u>29,486</u> \$ 71,257,394
Option 1	Estimated <u>Cost</u>	Maximum Award Fee	Maximum <u>Incentive Fee</u>	Total Minus <u>Unearned Fees</u>
Previous This Mod New Amt	\$ 21,134,806	\$ 831,080 - <i>0</i> - \$ 831,080	\$ 447,505 - \frac{-0-}{\$ 447,505}	\$ 22,413,391 <u>75,819</u> \$ 22,489,210

- 3. Additionally this modification revises Clause B.6, Contract Funding, to provide an additional \$105,305 of incremental funding pursuant to the Limitation of Funds clause FAR 52.232-22. The estimated funding coverage date remains unchanged as <u>December 31, 2006.</u>
- 4. Section 508 is applicable to the following requirements anticipated for this acquisition: The contractor shall comply with Performance Work Statement section 2.11 titled "Electronic and Information Technology Accessibility" and H-14 titled Section 508 of the Rehabilitation Act in meeting the requirements for 508 compliance.

5. Therefore in order to implement the foregoing the contract is changed as follows:

(1) Clause B.2- ESTIMATED COST, AWARD FEE AND PERFORMANCE INCENTIVE FEE

Paragraph (a) The estimated cost of this contract is increased by \$29,486 from \$67,280,749 to \$67,310,235. The maximum award fee is \$2,659,447 and remains unchanged. The unearned award fee is \$75,180 and remains unchanged. The maximum performance incentive fee is \$1,432,012 and remains unchanged. The unearned performance incentive fee is \$69,120 and remains unchanged. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$71,257,394.

Paragraph (b): the break out of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee and the total minus unearned fee is hereby changed as follows:

Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Max. Perf. Incentive <u>Fee</u>	Unearned Performance Incentive <u>Fee</u>	Total Minus Unearned Fees
1/1/04 - 12/31/06	\$67,310,235	\$2,659,447	(\$ 75,180)	\$ 1,432,012	(\$ 69,120)	\$71,257,394 ·

Paragraph (c) the break out of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee and the total minus unearned fee for Option 1 is hereby changed as follows:

Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Max. Perf. Incentive Fee	Unearned Perf. Incentive Fee	Total Minus Unearned Fees
Option 1 1/1/07 – 12/31/07	\$21,210,576	\$831,080	TBD	\$447,505	TBD	\$22,489,210

6 (3) Clause B.6. Contract Funding (NFS 1852.232-81) (Jun 1990)

Contract Funding is hereby revised to increase Estimated Cost by \$ 105,305 (from \$64,081,747 to \$64,187,052,). Award Fee is hereby increased by \$ 0 and remains \$2,439,030 and Performance Incentive Fee is hereby increased by \$0 and remains \$1,313,324.

7. PWS WBS 4.7.5 titled "Systems Integration Node for Secure Data Storage/ISS Backup Control Center" is hereby changed to add the following paragraph under Installation phase:

"The contractor will procure, integrate and checkout equipment required to outfit a test area to be used for interface testing with the JSC upgraded FEPR equipment at JSC and White Sands. This capability will enable the contractor to verify HOSC augmentations with the latest planned capability at JSC and White Sands. Initial testing and verification of HOSC augmentations are done to support IBCC for current systems; this capability will support the planned final configuration testing."

- 8. Accordingly, Clause B.2 Estimated Cost, Award Fee and Performance Incentive Fee, B.6 Contract Funding and Attachment J-1 Performance Work Statement (PWS) pages J-1-32 through J-1-36 are hereby deleted in their entirety and the revised Clauses B.2, B.6 and the revised PWS shown on replacement pages J-1-32 through J-1-36 are hereby deleted in their entirety and the revised Clauses B.2, B.6, and PWS pages J-1-32 through J-1-36 are substituted in lieu thereof.
- 9. In order to implement the contract changes resulting from this modification, the page (s) listed below are added or deleted from the contract as shown. The revisions are denoted by a vertical line in the outer margin, adjacent to the affected text.

Section	Pages Added	Pages Deleted
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A, B-5	B-1, B-2, B-2A, B-5
Attachment J-1 Performance Work Statement	J-1-32, J-1-36	J-1-32, J-1-36

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract Change Identification
Modification No. 56

Proposal Number COLSA No. 06-05-93 dtd Sept 11, 2006

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

- (a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.
- (b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.
- (c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- <u>Task Ordering Procedure</u> and Clause B.8- <u>IDIQ Schedule of Rates</u>. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

- (a) The estimated cost of this contract is $\frac{$67,310,235}{...}$. The maximum award fee is $\frac{$2,659,447}{...}$. The maximum performance incentive fee is $\frac{$1,432,012}{...}$. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is $\frac{$71,257,394}{...}$.
- (b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

Period Covered	Estimated <u>Cost</u>	Maximum Award Fee	Unearned Award Fee	Max. Perf. Incentive <u>Fee</u>	Unearned Performance Incentive Fee	Total Minus Unearned <u>Fees</u>
1/1/04 - 12/31/06	\$67,310,235	\$2,659,447	(\$75,180)	\$1,432,012	(\$69,120)	\$71,257,394

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

Period Covered	Estimated <u>Cost</u>	Maximum Award Fee	Unearned Award Fee	Max. Perf. Incentive Fee	Unearned Perf. Incentive Fee	Total Minus <u>Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	\$21,210,625	\$831,080	TBD	\$447,505	TBD	\$22,489,210
Option 2 (1/1/08 – 12/31/08)	\$20,861,538	\$835,827	TBD	\$450,061	TBD	\$22,147,426

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

	-	Maximum Award Fee	Maximum Incentive
Evaluation Period			
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$423,426	\$238,447
07/01/06-12/31/06	6	\$421,383	\$237,346
01/01/07-06/30/07	7	\$415,540	\$223,753
07/01/07-12/31/07	8	\$415,540	\$223,752
1/01/08-06/30/08	9	\$417,914	\$225,031
07/01/08-12/31/08	10	\$417,913	<u>\$225,030</u>
		\$4,326,354	\$2,329,578

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

Award Fee Period	Amount Earned	Amount Unearned
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 - June 30, 2005	\$ 420,299	\$ 9,147
July 1 - December 31, 2005	\$ 414,480	\$ 5,119
January 1, 2006 – June 30,2006	\$ 417,075	\$ 6,351
Total	\$2,162,884	(\$75,180)

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

Incentive Fee Period	Amount Earned	Amount Unearned
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 – December 31, 2004	\$ 269,221	\$-0-
January 1 - June 30, 2005	\$ 199,391	\$ 42,295
July 1 – December 31, 2005	\$ 236,384	\$ -0-
January 1, 2006 – June 30, 2006	\$ 211,622	\$ 26,825
Total	\$ 1,125,546	(\$ 69,120)

(End of Clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

B.5 Premiums For Scheduled Overtime (MSFC 52.222-90) (Feb 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	Amount
(b)(4)	

(End of Clause)

B.6 Contract Funding (NFS 1852.232-81) (Jun 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$64,187,052. This allotment is for Huntsville Operations Space Center (HOSC) Mission Support Services and covers the following estimated period of performance: January 1, 2004 through December 31, 2006.
- (b) An additional amount of \$3,752,354 is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	\$64,081,747	\$105,305	\$64,187,052
Award Fee	\$2,439,030	\$0	\$2,439,030
Performance Incentive Fee	\$1,313,324	<u>\$0</u>	\$1,313,324
Total Sum Allotted	\$67,834,101	\$105,305	\$67,939,406

(End of Clause)

B.7 Task Ordering Procedure (NFS 1852.216-80) (Oct 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

and procedures. Satisfactory completion of this phase will require agreement between the contractor, the Contract Officer and both JSC and MSFC site/facility management to provide assured access, approval of voice, command, telemetry and data connectivity and implementation, and satisfaction of security requirements. During this phase the contractor shall participate in monthly Management Review meetings with the ISS (BCC Activation Team) BAT to monitor technical, cost and schedule status and resolve issues on a timely basis.

While operator training and certification is not a responsibility assigned to the contractor, it is essential that the contractor coordinate BCC facility readiness with operator readiness through the BAT to ensure full operational capability is attained.

The contractor shall conduct a single Design Review (DR) of the BCC. The objectives of the Design Review are to:

Ensure the BCC design meets all requirements

Ensure the BCC design is compatible with the existing architecture of all affected facilities

Ensure that BCC interfaces to the Customer Premise Equipment are completely and consistently defined, and all Interface Control Documents (ICD) required to implement the BCC are identified

Determine that the BCC design is adequate to meet the mission objectives of the ISS Program, and verify the readiness of all BCC participants' personnel, facilities and management to begin installation

Identify installation and test procedures required from project initiation to capability acceptance are identified and, if not available, are scheduled for development, coordination and approval to meet BCC project need dates.

Implementation Planning Special Requirement

If it is decided that full implementation of the BCC requires full OCA functionality, the contractor will coordinate with JSC MCC-H facility engineering and mission control personnel to install and operation a forward Ku Front End Processor (FEP) at MSFC. This installation will be incorporated into MSFC's facility and connectivity architecture to ensure all operational capability and security protection requirements are met.

Installation Phase

Upon completion of the Implementation Planning phase, including DR Review Item Discrepancy (RID) closures, the Installation Phase will begin. The Installation Phase comprises procurement and installation of the equipment required to establish the BCC.

The contractor will procure, integrate and checkout equipment required to outfit a test area to be used for interface testing with the JSC upgraded FEPR equipment at JSC and White Sands. This capability will enable the contractor to verify HOSC augmentations with the latest planned capability at JSC and White Sands. Initial testing and verification

of HOSC augmentations are done to support IBCC for current systems; this capability will support the planned final configuration testing.

The Installation Phase ends when the BCC hardware, software and initial operator readiness is evaluated as adequate to initiate Acceptance Testing.

Acceptance Testing

Upon completion of the Installation Phase, the contractor shall conduct an Acceptance Test which shall include but not be limited to the following:

Core and Payload Command generation and response monitoring and verification.

Receipt of S-Band and KuBand data verified against known entries

Functionality of encryption equipment

Validation of user displays and their values

Orbiter Communication Adapter functionality

Validation of Planning System

Audio communication path to ISS and all ground facilities required to support on-orbit operations.

If any element of the acceptance test fails, the failure will be tracked via a HOSC Problem Report (HPR). Once the specific problem has been corrected and tested, the entire Acceptance Test will be repeated to verify that all test parameters are met and not compromised by the corrective action.

Upon successful completion and acceptance of the Acceptance Test, operations personnel will begin the CoFR process.

Documentation

The contractor shall provide the following documentation at the Design Review (DR): Updated Management Plan (reference DRD 1016MA-001)

Updated Test, Verification and Validation Plan (reference DRD 1016VR-001)

Updated Certification of Flight Readiness Plan (reference SSP 58318 International Space Station Program MSFC Payload Operations Certification Of Flight Readiness Implementation Plan, Generic)

Architecture Control Document (reference MSFC-SPEC-3341 for format and content)

Updated Joint Operations Procedure (reference HOSC-JOP-1691)

Updated System Architecture Document (reference MSFC-DOC-2837)

Updated SSCC to HOSC ICD (reference SSP 45001)

Initial or draft versions of items (d) through (h) will be acceptable at the DR, provided a schedule to baseline each item is defined.

Requirements

The BCC capability must meet the following operational requirements

Support non-critical ISS operations for 7 days.

Provide command capability to maintain vehicle and payload operations and protect the capability with the MCC-H shut down

For ISS, MCC-H will transition mission control responsibility to the BCC at least 36 hours prior to the forecast onset of 50-knot (58 mph) winds at JSC (Level 2 threat)

For Category 1 & 2 hurricanes, the MCC equipment will remain powered up and useable, but not monitored (system functionality is not guaranteed). A facility ride-out team will be available for fire watch only. An emergency power down and total evacuation will be executed for Category 3, 4, or 5 storms.

Provide required voice Instruments in Building 4663, room B204 for local users

Provide Internet Voice Distribution System (IVoDS) PC clients for remote Flight Controllers over Virtual Private Network (VPN) I/F

Provide JSC Flight Control team user accounts setup for POIC telemetry access

Provide POIC telemetry database build for an estimated 8463 core systems S-Band parameters.

Adapt JSC developers MSKWin display capability to access POIC services

Provide POIC PC telemetry display service (IspEPC) (currently available)

Provide 12 pre-configured PCs for MOD for checkout by critical flight control team members, plus CD available for loading additional computers

Provide full OCA capability at MSFC
Continuous voice with the crew
Ability to uplink files required to meet crew requirements and support on-orbit operations.
Provide IP Phone connectivity for the crew

Provide MOD tools (Flight Notes, OSTPV/IPV, BEV, IAM, etc)?

Provide facility space for the following MCC-H assets: Command processor EIS server Telemetry Front End Processor Encryption processor

MSFC will provide restricted access in Building 4663, room B204 for the BCC. This location will provide 1903 square feet of raised floor. An independent HVAC system

supports the room. An UPS System with automatic diesel generator cut over already is installed to provide required levels of facility availability. The facility will enable placement and operation of 12 standard workstations. Standard and mission voice communications connectivity and equipment are in place. Additional essential support is provided, including printers, non-operations workstations, tables and chairs. A conference room, fax, copiers and other shared functions such as a break area are available near the BCC room so console operators can perform their activities and take breaks without losing contact with the control room.

Section 508 is applicable to the following requirements anticipated for this acquisition: The contractor shall comply with all technical standards of 1194.21, 1194.23, 1194.25, 1194.26,1194.31 and 1194.41 as outlined in url:

https://www.section508.gov/index.cfm?FuseAction=Content&ID=12 with the following exceptions:

Monitor 17 inch HP 7540 -the contractor shall comply with all technical standards of 1194.21 with the exception of 1194.21(l), 1194.23(k1through k4) with the exception of 1194.23(k3), 1194.26 with the exception of 1194.26(c), 1194.31, 1194.41 with the exception of 1194.41 (c)

HP Compaq Business Notebook NX9600, 1194.21, 1194.23 (k1 though k4), 1194.26, 1194.31 1194.41 with the exception of 1194.41(b)

HP Deskjet 6540 -1194.21 with the exception of 1194.21 (j) and (l), 1194.25 (a, g, and i only), 1194.31 with the exception of 1194.31(d), 1194.41

ProLiant ML370 -1194.21, 1194.23(k1 through k4), 1194.26 (a and d only), 1194.31,1194.41 with the exception of 1194.41(c)

These exceptions have been determined to be commercially non available or not applicable, by their very nature they can not be made compliant and there is no other commercially available tool that would be totally compliant.

4.8 Shuttle Project

The services described under this paragraph are specific to the Shuttle project. Paragraph 4.8.1 contains Shuttle specific requirements relative to the generic O&M functions described in PWS paragraphs 4.1 through 4.6. Paragraph 4.8.2 defines additional O&M tasks that the must be performed in support of the Shuttle project.

4.8.1 Specific Mission Support

Per PWS paragraph 4.4, HOSC Mission Services, the contractor shall provide voice, video and data processing services in support of Shuttle test, simulation, pre-launch, launch and flight operations. The contractor shall provide on-site support during Level A Shuttle activities (Systems, Network, and MIDDS), and for special activities. The contractor shall coordinate system activities with other MIDDS nodes, Johnson Space Center (JSC) and Cape Canaveral Air Force Station (CCAFS), and the MSFC MIDDS user community.

The contractor shall provide on-call support for non-Level A Shuttle activities.

Per PWS paragraph 4.4, HOSC Mission Services, the contractor shall provide telemetry controller/operations coordination in accordance with MSFC-PROC-1613, Joint Operations Procedures for the Kennedy Marshall Transmission System. The contractor shall provide for inter-center communication coordination for test, simulation, prelaunch, launch and flight operations.

Per PWS paragraph 4.4.4, Data Storage, the contractor shall create a best-source merge of telemetry data from real-time, playback and dump sources. The contractor shall archive raw and processed telemetry data and create data reduction products as required. The contractor shall provide support including loading of data, verification of historical data, checkout, maintenance and processing of data.

4.8.2 Certification of Flight Readiness (CoFR)

The contractor shall report mission and systems validation, verification and Certification of Flight Readiness (CoFR) in accordance with paragraph 4.3 of FPD-0I-FD40.4, Flight Certification for Ground Systems. The contractor shall certify systems and personnel where required.

4.9 Chandra X-Ray Observatory

The services described under this paragraph are specific to the Chandra project. Paragraph 4.9.1 contains Chandra specific requirements relative to the generic O&M functions described in PWS paragraphs 4.1 through 4.6. There are no additional unique O&M tasks to be performed in support of the Chandra project.

4.9.1 Specific Mission Support

Per PWS paragraph 4.4.1, Voice Systems, and PWS paragraph 4.4.5, System Administration and Management, the contractor shall provide voice and network services in support of ongoing Chandra operations.